



## **ADDENDUM TO HDCP LICENSE AGREEMENT**

This ADDENDUM (“Addendum”) to the HDCP LICENSE AGREEMENT entered into as of the date hereof by Digital Content Protection, LLC, a Delaware limited liability company (“DCP”), and the “Adopter” named on the signature page hereof (the “License Agreement”), is entered into by and between DCP and Adopter and is effective as of the date executed by DCP. (hereinafter the “Addendum Effective Date”)

Whereas, Adopter and DCP have entered into an HDCP LICENSE AGREEMENT either prior to or as of the date hereof (as amended by any addenda or other amendments, the “HDCP License Agreement”);

Whereas, Adopter wishes to implement HDCP Specification Rev. 2.0 (as defined below) and DCP is willing to grant such rights subject to Adopter’s HDCP License Agreement and the additional rights and obligations contained in this Addendum to the HDCP License Agreement;

Whereas, in furtherance of such desire, the parties’ agree to amend the HDCP License Agreement as set forth in this Addendum;

Now, therefore, DCP and Adopter understand and agree that the HDCP License Agreement remains in full force and effect.

Part 1. The following definitions shall be added to Section 1 of the HDCP License Agreement:

(i) “Receiver ID” shall mean a value that uniquely identifies the Presentation Device and shall be used for the sole purpose of implementing the HDCP Specification Rev. 2.0” (including the “Errata” thereto)

(ii) “Global Constant” shall mean a random, secret constant provided only to HDCP Adopters and used during HDCP Content encryption or decryption

(iii) “Device Secret Key(s)” (a) shall mean a cryptographic value that consists of the secret global constant applicable only to the Source Device when used for the sole purpose of implementing the HDCP Specification Rev. 2.0 (including the “Errata” thereto); (b) shall consist of the secret global constant and the RSA private key applicable only to the Presentation Device when used for the sole purpose of implementing the HDCP Specification Rev. 2.0(including the “Errata” thereto);

(iv) “Public Key Certificate” shall mean a certificate that contains the Receiver ID and RSA public key corresponding to the Presentation Device. Such certificate shall be executed by DCP LLC and issued to each HDCP Receiver

(v) “Source Key(s)” shall have the same meaning as “Device Secret Key(s)” defined above

Part 2. The following subsections shall be added to Section 1 of the HDCP License Agreement or amended as follows:

(i) Section 1.2 (definition of “Adopter Agreement”) shall be modified by adding the following words at the end of the Section:

“... or Robust Inactive Products.”

(ii) Section 1.3a (definition of “Affected Adopters for HDCP Specification Rev. 2.0”) shall be added as follows:

“Affected Adopters” as it concerns the implementation of HDCP Specification Rev. 2.0 only, shall mean, with respect to a Receiver ID for which Revocation is requested or contemplated, any Fellow Adopter to whom Licensor or Key Generator has issued a Device Key Set associated with such Receiver ID under such Fellow Adopter’s Adopter Agreement.”

(iii) Section 1.32 (definition of “HDCP Specification”) shall be modified as follows:

“**HDCP Specification**” shall mean either the specification entitled “HDCP Specification, Rev. 1.3” or the specification entitled “High Bandwidth Digital Content Protection System, Revision 2.0 and any releases subsequent thereto (including the “Errata” thereto), provided that the licenses granted to Adopter under this Agreement shall be limited to either the implementation of HDCP Specification, Rev. 1.3 or the implementation of High Bandwidth Digital Content Protection System, Revision 2.0 (“HDCP Specification Rev. 2.0”); the latter being understood as not a part of former, but both of which may be amended from time to time pursuant to Section 5.”

(iv) Section 1.13 (definition of “Confidential Information”) shall be modified by including reference to “Global Constant”

(v) Section 1.19 (definition of “Device Key Set”) shall be modified by adding the following sentence at the end of the Section:

“For Presentation Devices whose sole purpose is to implement the HDCP Specification, Rev. 2.0” (including the “Errata” thereto), Device Key Set shall consist of the Presentation Device’s corresponding Device Secret Keys along with the associated Public Key Certificate;

(vi) Section 1.36a (definition of “Key Generator for HDCP Specification Rev. 2.0”) shall be added as follows:

“Key Generator” as it concerns the implementation of HDCP Specification Rev. 2.0 only, means the generator of Device Keys, Receiver IDs, and System Renewability Messages designated by Licensor”

(vii) Section 1.52a (definition of “Rescind for HDCP Specification Rev. 2.0”) shall be added as follows:

“**Rescind**” as it concerns the implementation of HDCP Specification Rev. 2.0 only, means, with respect to a Revocation of a Receiver ID, to distribute to Content Participants a new System Renewability Message that does not contain such Receiver ID (generally, “Rescission”).

(viii) Section 1.55a (definition of “Revoke for HDCP Specification Rev. 2.0” ) shall be added as follows:

“**Revoke**” as it concerns the implementation of HDCP Specification Rev. 2.0 only, means, with respect to a Receiver ID, to distribute information, as authorized or provided by Licensor, to Content Participants for purposes of their distributing such information with Audiovisual Content in order to cause such Receiver ID in Presentation Devices or Repeaters to be invalidated with respect to such content (generally, “Revocation” or “Revoked”). Adopter is advised that, although neither this Addendum nor the HDCP Specification Rev. 2.0 imposes any obligation on a Licensed Product with respect to how such Licensed Product should respond to such invalidation of a Receiver ID, the license agreements relating to other technologies implemented in a product containing an HDCP-protected connection may impose such requirements.”

Part 3 Section 2 shall be amended as follows:

- (i) Section 2 shall be renamed to “LICENSE AND ADOPTER REQUIREMENTS”
- (ii) Section 2.1 shall be deleted in its entirety and replaced with the following:

**License .** Subject to the limitations set forth in Section 2.4 and the other terms and conditions of this Agreement, including but not limited to Adopter’s compliance with Sections 2.2,2.3 and 2.7 and payment of all fees required hereunder, Licensor grants to Adopter a nonexclusive, nontransferable (except pursuant to Section 12.3), non-sublicenseable, worldwide license (a) on behalf of, and as an authorized agent solely with respect to the licensing of Necessary Claims for, Founder, under the Necessary Claims of Founder in HDCP Specification or later, as well as (b) under any trade secrets or copyrights of Founder or Licensor embodied in the HDCP Specification or later:

(iii)Section 2.2 (“Fellow Adopter Non-Assertion”) shall be deleted in its entirety and replaced with the following:

“Subject to the limitations set forth in Section 2.4, [and subject to a reciprocal promise by Fellow Adopter and its Affiliates] Adopter, on behalf of itself and its Affiliates, promises not to assert or maintain against any Fellow Adopter, any claim of infringement under its or their Necessary Claims, as well as under any trade secrets or copyrights embodied in the HDCP Specification, to use, make, have made, sell, offer for sale and distribute such Licensed Products, Licensed Components, Robust Inactive Products for which any Fellow Adopter has been granted a license by Licensor under its Adopter Agreement. Adopter, on behalf of itself and its Affiliates, further promises not to assert or maintain against Licensor, Founder or any Affiliate thereof or Key Generator, any claim of infringement or misappropriation under its or their intellectual property rights for using, making, having made, offering for sale, selling and importing any Device Key or Device Key Set, or for using, copying, displaying, performing, making derivative works from (to the extent that such claim for making derivative works relates to intellectual property rights in or to the HDCP Specification or any portion thereof), or distributing the HDCP Specification. For the avoidance of doubt, the foregoing Fellow Adopter Non-Assertion shall extend to activities or products for which any Fellow Adopter has been granted a license by Licensor under Adopter Agreements entered into with Licensor prior to the HDCP Specification.”

(iv) Section 2.3 (“Content Participant and System Operator Non-Assertion”) shall be deleted in its entirety and replaced with the following:

“Subject to the limitations set forth in Section 2.4, and subject to a reciprocal promise by such Eligible Content Participant or such Eligible System Operator, Adopter, on behalf of itself and its Affiliates, promises not to assert or maintain against any Eligible Content Participant, Eligible System Operator or any of their respective Affiliates any claim of infringement or misappropriation under any Necessary Claims, as well as under any trade secrets or copyrights embodied in the HDCP Specification, for such Content Participant’s or System Operator’s or Affiliate’s causing or permitting the use of HDCP to protect Audiovisual Content, or in the case of an Eligible System Operator, for using, making, having made, offering to sell, selling or importing Licensed Source Components. For the

avoidance of doubt, the foregoing Content Participant and System Operator Non-Assertion shall extend to activities or products for which any Eligible Content Participant or Eligible System Operator has been granted a license by Licensor under a Content Participant Agreement or System Operator Agreement to implement HDCP or to cause HDCP to be used entered into with Licensor prior to the HDCP Specification .”

(v) Section 2.4 (“Limitations on Sections 2.1, 2.2 and 2.3”) shall be deleted in its entirety and replaced with the following:

“The license and promises set out in Sections 2.1, 2.2, and 2.3 shall not extend to (a) features of a product that are not required to comply with, or aspects of any technology, codec, standard or product not disclosed with particularity in, the HDCP Specification, even if such technology, codec, standard, or product may be mentioned in or required by the HDCP Specification , Compliance Rules or Robustness Rules or prior versions thereof (including, by way of example, DVI, HDMI, CSS, MPEG, IEEE 1394, DTCP, Upstream Protocol and tamper resistance technology), (b) features of a product for which there exists a commercially reasonable non-infringing alternative, (c) with respect to the promises extended pursuant to Sections 2.2 and 2.3, any Person that is asserting or maintaining any claim of infringement or misappropriation or under a Necessary Claim, or under any trade secrets or copyrights embodied in the HDCP Specification, against the promisor, where the promisor is not in breach of its Adopter Agreement, Content Participant Agreement or System Operator Agreement, as the case may be, or (d) with respect to the promises extended pursuant to Sections 2.2 and 2.3, any Person following termination of this Agreement by Licensor pursuant to Section 9.1.2(a) or 9.1.2(b), provided, however, that the promises extended pursuant to Sections 2.2 and 2.3 shall not be withdrawn with respect to any activities or products performed or made prior to the effective date of such termination or to any Necessary Claims, trade secrets or copyrights embodied in the HDCP Specification which were in effect at the time of termination..

(vi) Section 2.5 (“Have Made Obligations”) shall be deleted in its entirety and replaced with the following:

“**Have Made Obligations.** Adopter shall have the right under the licenses granted under Section 2.1 to have third parties (“Have Made Parties”) make Licensed Products, Licensed Components, Robust Inactive Products, Robust Licensed Components, Licensed Source Components or subparts thereof, consistent with the limitations of Section 2.1 and 2.7, for the sole account of Adopter, provided that such Licensed Products, Licensed Components, Robust Licensed Products, Robust Licensed Components, Licensed Software Components or subparts thereof (a) are to be sold, used, leased or otherwise disposed of, by or for Adopter under the trademark, tradename, or other commercial indicia of Adopter or a Person to which Adopter is authorized hereunder to sell such Licensed Products, Licensed Components, Robust Inactive Products, Robust Licensed Components or Licensed Software Components and (b) are made by such Have Made Parties using designs whose underlying copyrights and trade secrets are not infringed or misappropriated

by Adopter. Adopter shall be fully responsible for such other Have Made Parties' compliance with all terms of this Agreement as if Adopter itself were performing such manufacture. Have Made Parties must be Fellow Adopters, Founder or Affiliates thereof or be subject to an applicable non-disclosure agreement with Adopter on conditions that are no less stringent than the confidentiality provisions set out in Exhibit B-1, and must include the "Third Party Beneficiary" provisions set out therein for Licensor and Content Participant, if such manufacture requires disclosure to such Have Made Parties of (i) Confidential Information or (ii) other information or materials from which Confidential Information could reasonably be derived, (iii) Highly Confidential Information, or (iv) other information or materials from which Highly Confidential Information could reasonably be derived. Adopter agrees and acknowledges that the fact that it has contracted with a Have Made Party shall not relieve Adopter of any of its obligations under this Agreement. Have Made Parties shall receive no license, sublicense, or implied license with respect to HDCP or any copyrights or trade secrets contained in the HDCP Specification or under any Necessary Claims pursuant to this Agreement or any such non-disclosure agreement.

(vii) Section 2.7 shall be deleted in its entirety and replaced with the following:

**Compliance with Latest Version of the HDCP Specification and Compliance Rules.** Adopter shall, when manufacturing for sale or distribution a product that implements HDCP and/or incorporates Device Keys or Receiver IDs into a product, implement and comply with all requirements not expressly identified as optional or informative in the latest version of the HDCP Specification available for licensing from Licensor as of the Effective Date, or such later version as required under Section 5.2 and 5.3, and the Compliance Rules and Robustness Rules including any changes thereto as provided under Section 5.2.

(viii) Section 2.8 shall be added as follows:

**Liability for Affiliates.** The entity named on Exhibit E shall procure and be responsible for its Affiliates' compliance with the terms and conditions of this Agreement, and such entity and each of its Affiliates that exercises any of the rights or licenses granted hereunder shall be jointly and severally liable for any noncompliance by any such Affiliate with the terms and conditions of this Agreement.

Part 4. Section 6 shall be amended as follows:

(i) Section 6.1a (definition of "Individual Privacy Respected" for HDCP Specification Rev. 2.0 ) shall be added as follows:

**" Individual Privacy Respected.** As concerns the implementation of HDCP Specification Rev. 2.0 only, Adopter shall not use any portion of the HDCP Specification , any

implementation thereof or the Device Keys or Receiver IDs for the purpose of identifying any individual or creating, or facilitating the creation of, any means of collecting or aggregating information about an individual or any device or product in which HDCP, or any portion thereof, is implemented. Adopter may not use the Device Keys or Receiver IDs for any purpose other than to support (a) the authentication of a Licensed Product with another Licensed Product and to manage Revocation and (b) to perform Revocation processing, both in the manner described in the HDCP Specification and this Agreement. For the avoidance of doubt, nothing in the foregoing section shall prohibit the verification of information needed to ensure that an Update can be made in a manner consistent with the requirements of this Agreement.”

Part 5. Section 7 shall be amended as follows:

- (i) Section 7a shall be added and named “REVOCATION OF RECEIVER ID
- (ii) Section 7.1a shall be added as follows:

“Adopter acknowledges that the HDCP Specification Rev. 2.0 describes means by which Receiver IDs may be Revoked.”

- (iii) Section 7.2a (“Cause for Revocation” for HDCP Specification Rev. 2.0) shall be added as follows:

**“Cause For Revocation.** As it concerns the implementation of HDCP Specification Rev. 2.0 only, and subject to the Revocation procedures set out in this Agreement, Licensor, a Fellow Adopter (solely with respect to Receiver IDs issued to such Fellow Adopter) or one or more Eligible Content Participant(s), may cause the Revocation of Receiver IDs, in accordance with the procedures set out in Section 3 of the Procedural Appendix, when (a) it or they determine(s) that the Revocation Criteria (defined below) have been satisfied or (b) in the case that an Affected Adopter does not consent to the Revocation in accordance with the terms of Section 3 of the Procedural Appendix, (i) an arbitrator determines that the Revocation Criteria have been satisfied or (ii) as described in Section 4.2 of the Procedural Appendix, a court of competent jurisdiction issues, as an interim measure, preliminary injunctive relief pending the resolution of the arbitration. For purposes of this Agreement, “Revocation Criteria” means:

- (iv) Section 7.2.1a shall be added as follows:  
“a Device Key Set associated with a Receiver ID has been cloned such that the same Device Key Set is found in more than one device or product”
- (v) Section 7.2.2a shall be added as follows:

“a Device Key Set associated with a Receiver ID has been disclosed in violation of any Adopter Agreement or other agreement with Licensor, made public, lost, stolen, intercepted or otherwise misdirected; or”

- (vi) Section 7.2.3a shall be added as follows:  
“Licensor is required to Revoke a Receiver ID by the United States National Security Agency, court order or other competent government authority”
- (vii) Section 7.3a (“Objections to Revocation” for HDCP Specification Rev. 2.0 only) shall be added as follows:

“Notwithstanding Section 7.2, in the event that Adopter is an Affected Adopter with respect to a Revocation and does not consent to such Revocation in accordance with Section 3.3 of the Procedural Appendix, Licensor shall not commence such Revocation unless and until (a) an arbitrator, or, in the circumstances set forth in Section 4.2 of the Procedural Appendix, a court of competent jurisdiction, determines that the claimant has demonstrated likelihood of success of showing that the Revocation Criteria have been satisfied or (b) Adopter otherwise consents to such Revocation. For the purpose of this Agreement, the parties intend the standard for such likelihood of success to be the same as the standard for issuance of a preliminary injunction in a given jurisdiction. Without limiting the foregoing, Licensor shall not Revoke Receiver IDs (i) based on Adopter’s general implementation of the HDCP Specification in a model or product line that is not Compliant or otherwise based on Adopter’s breach of this Agreement (except that if Adopter has caused any of the circumstances described in Sections 7.2.1 or 7.2.2 with respect to any Receiver ID, such Receiver ID may be Revoked) or (ii) in products or devices where the general security of HDCP has been compromised by third parties (other than where the Revocation Criteria have been satisfied).”

Part 6. Section 9 shall be amended as follows:

- (i) Section 9.1.4 (“Breach not capable of cure”) shall be modified as follows:

“In the event of a material breach that is not capable of cure under the provisions of Section 9.1.3, or in the event that a party has committed a third material breach whether or not it has cured prior breaches for which it has received notice pursuant to 9.1.3, the party not in breach may by giving written notice of termination to the breaching party, terminate this Agreement. Such termination shall be effective upon receipt of such notice of termination.”

- (ii) Section 9.3 shall be modified as follows:

The following sections shall survive termination of this Agreement: 2.2, 2.3, 2.4, 2.6, 2.7, 2.8, 3.2, 6, 8, 9.2, 10, 11, 12 and this Section 9.3.

Part 7. Section 10 shall be amended as follows:

- (i) Section 10.2 shall be modified by including references to "Receiver IDs"

Part 8. Exhibit A, Section 1 shall be amended as follows:

- (i) Section 1 shall be deleted in its entirety and renamed as the following:  
"Annual Fee, Device Key Fees and Source Key Fees"
- (ii) Section 1.2a shall be added to the section as follows:  
**Source Key Fees.** In addition to the Annual Fee, Adopter shall pay the following Source Key Fees for each order of Source Keys:

|             |                                  |
|-------------|----------------------------------|
| US \$10,000 | For quantities over 10M per year |
| US \$5,000  | Up to 1M per year                |
| US \$2,500  | Up to 100K per year              |
| US \$1000   | Up to 10K per year               |
| US \$500    | Up to 1K per year                |
| US \$250    | Up to 100 per year               |

Part 9. Exhibit D, Section 3.3.1 shall be amended by adding "hardware" so that the section reads as follows:

"comply with Section 1.2 of these Robustness Rules by a reasonable method, including but not limited to: embedding Device Keys in silicon circuitry, hardware or firmware that cannot reasonably be read, or the techniques described above for Software; and"

Capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning given in the HDCP License Agreement.

This Addendum may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute one instrument. The parties hereto acknowledge and agree that such counterparts may be executed by signatures sent by facsimile transmissions.

This Addendum amends the HDCP LICENSE AGREEMENT entered into as of \_\_\_\_\_ by DCP and Adopter.

Digital Content Protection, LLC: Adopter: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Stephen P. Balogh Name: \_\_\_\_\_

President Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_